

**SERIAL 05140 - IGA      EXTERNAL DEFIBRILLATORS (NIGP 46514)**

**#PP-CE-278**

**CONTRACT PERIOD BEGINNING AUGUST 18, 2005 ENDING JANUARY 31, 2007**

TO:                      All Departments

FROM:                  Department of Materials Management

SUBJECT:              Contract for **EXTERNAL DEFIBRILLATORS (NIGP 46514)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Premier Contract #PP-CE-278. The using agency and other interested parties may access an electronic version of this contract from the Materials Management Web site at:

[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) C651531, B0604660**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

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# M E M O R A N D U M

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**DATE:** August 18, 2005

**TO:** Serial 05140-IGA External Defibrillators, PP-CE-278 (NIGP Code 46514)

**FROM:** Andrea Stupka, Procurement Consultant

**SUBJECT:** DETERMINATION OF IGA

It has been determined that the use of IGA PP-CE-279 with the Premier Contract through MIHS for the purchase of defibrillators and accessories is in the best interest of Maricopa County. This determination is based on a market survey of like/similar items. The use of this IGA is in accordance with the Maricopa County Procurement Code Article 10, INTERGOVERNMENTAL PROCUREMENT.

## **PRICE AGREEMENT LOAD REQUEST**

Please provide the following information with your request to have the Price Agreement loaded in the AMS Advantage system. Omissions or incorrect information will result in the delay of the ability to use this contract for procurements.

**CONTRACT NUMBER: 05140IGA**

**IGA CONTRACT NUMBER, IF APPLICABLE: PP-CE-278**

**CONTRACT TITLE (MAX 60 CHARACTERS): External Defibrillators, PP-CE-278  
(NIGP Code 46514)**

**START DATE: 8/18/05**

**END DATE: 1/31/07**

**BUYER NUMBER: 49**

**AUTHORIZED DOLLAR LIMIT: \$50,000.00**

**VENDOR #: W000002408X (Philips Medical Systems)**

**VENDOR TERMS: Net 30**

**COMMODITY CODE (C, S OR P SERIES NUMBER): C651531**

**BLANKET (B) NUMBER, IF AVAILABLE: B0604660 / EXTERNAL DEFIBRILLATORS &  
ACCESSORIES, BLANKET ORDER**

**BLANKET ORDER DEFINITION AND DESCRIPTION (60 CHARACTER MAX – MUST  
INCLUDE ANY IGA CONTRACT NUMBER, IF APPLICABLE): External  
Defibrillators and accessories, blanket order**

**UNIT COST AND UNIT OF ISSUE (For item-specific commodities, as in inventory items that have specific packaging and unit pricing, please contact Bill Mears, or Jim Higgins for specific instructions and number assignment)**



MARICOPA COUNTY MATERIALS MANAGEMENT

**MEMO: Procurement Summary**

**BID SERIAL TITLE:** External Defibrillators, PP-CE-278 (NIGP Code 46514)

**BID SERIAL NUMBER:** 05140-IGA

**DATE:** 8/18/2005

**FROM:** Andrea Stupka

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TYPE OF CONTRACT:	Lowest responsible/responsive bidder
CONTRACT TERMS:	Three (3) years
ESTIMATED VALUE OF CONTRACT	\$50,000.00

1. The purpose of the contract is to establish a means to purchase defibrillators and accessories.
2. The bids were evaluated to determine the lowest responsive, responsible bidder.
3. Basis of Award: Group purchasing alliance/Premier

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Procurement Officer Signature

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Date



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Contract Management

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- View Master Contracts
- Related Premier Resources

Master Contract Summary

Click on the Contract Number, Business Partner or Tier ID to view details. To compare or download several price tiers, select them using the check boxes and click either the Compare Price Tiers button or the Download Selections button. To activate pricing click on the Activate Pricing button.

Contract Header

Contract Number	Contract Name	Effective Date
PP-CE-278	External Defibrillators	02/01/2004
Contract Status	Business Partner	Expiration Date
Active	Philips Medical Systems fka Agilent Technologies	01/31/2007
Committed Status	Value Enhancement Opportunity	Award Type
Preferred Contract	Portfolio Plus	Multi Source
Diversity Type		
Not Diverse		

Tier Filter

Tier Status

Active Go

Select	Description	Tier Status	Tier ID
<input type="checkbox"/>	Tier 1 Base	Active	14309
<input type="checkbox"/>	Tier 2 80% Committed	Active	14310
<input type="checkbox"/>	Tier 1 Premier Price	Active	14311

Contract details and user category information

Select All

Deselect All

Compare Price Tiers

Download Selections...

3 matches found. Showing 1-3



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## Master Contract Details

Click on Contract Information Sheet for additional contract detail.

[View: Details](#) | [Contract Information Sheet](#)

### Contract Information

<b>Contract Number</b>	<b>Contract Name</b>	<b>Effective Date</b>
PP-CE-278	External Defibrillators	02/01/2004
<b>Contract Status</b>	<b>Business Partner</b>	<b>Expiration Date</b>
Active	<a href="#">Philips Medical Systems fka Agilent Technologies</a>	01/31/2007
<b>Committed Status</b>	<b>Value Enhancement Opportunity</b>	<b>Award Type</b>
Preferred Contract	Portfolio Plus	Multi Source
<b>Diversity Type</b>		<b>Last Modified Date</b>
Not Diverse		02/14/2005 10:11 AM

### Attachment(s)

[Return Goods Policy \(6K\)](#); [Service Maintenance Agreements \(12K\)](#); [Warranty and Installation Information \(75K\)](#); [Participating Member Designation Form \(14K\)](#);

### News

There are no results to display.

### Business Partner Address

3000 Minuteman Rd. , MS 400  
Andover, MA 01810  
US

### Business Partner Contacts

[Contact Listing](#)

### Master Contract Questions:

Premier Solution Center  
1.877.777.1552  
[solutioncenter@premierinc.com](mailto:solutioncenter@premierinc.com)

## Related Contracts

Contract Number	Contract Name	Business Partner
<a href="#">PP-CE-029</a>	External Defibrillator, Device	Medtronic Physio-Control
<a href="#">PP-CE-280</a>	External Defibrillators	Cardiac Science Inc.
<a href="#">PP-CE-279</a>	External Defibrillators	Zoll Medical Corporation
<a href="#">PP-CE-277</a>	External Defibrillators	Medtronic Physio-Control
<a href="#">PP-CE-029</a>	Defibrillators & Related	Medtronic Physio-Control
<a href="#">PP-CE-037</a>	External Defibrillator De	Philips Medical Systems fka Agilent Technologies
<a href="#">PP-CE-037</a>	External Defibrillator, Device	Philips Medical Systems fka Agilent Technologies


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## Master Contract Information Sheet

Click on Contract Information Sheet for additional contract detail.

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### Contract Information

<b>Contract Number</b>	<b>Contract Name</b>	<b>Effective Date</b>
PP-CE-278	External Defibrillators	02/01/2004
<b>Contract Status</b>	<b>Business Partner</b>	<b>Expiration Date</b>
Active	<a href="#">Philips Medical Systems fka Agilent Technologies</a>	01/31/2007
<b>Committed Status</b>	<b>Value Enhancement Opportunity</b>	<b>Award Type</b>
Preferred Contract	Portfolio Plus	Multi Source
<b>Diversity Type</b>		<b>Last Modified Date</b>
Not Diverse		02/14/2005 10:11 AM

### Attachments

Warranty Service Maintenance and License Agreements Member Designation Form Return Goods Policy

### Available For

This agreement is available for alternate site use per the terms and conditions of the applicable alternate site program.

### Commitment Requirements

This agreement is a Preferred agreement and is also part of the Premier Portfolio Plus Program. This agreement contains volume tier pricing under which members have the ability to access more favorable pricing for higher purchasing volume levels. To the extent business partner does not have sufficient information to determine which volume tier level applies to a particular Premier member, it may ask the member to complete a Member Designation Forms to indicate the member's applicable levels and whether the member wishes to aggregate purchasing activity within it's multi-facility system and/or among other affiliated facilities to the extent the member can influence the purchasing decisions of such facilities. Attached is a copy of the standard Member Designation Forms that should be returned to Philips.

### Distribution

Products must be purchased directly from Philips.

### Incentives

Trade-in-Allowances Philips will grant trade-in allowances applied to the purchase of the product. The reasonable value of such allowances will be based on the model, age, condition and volume of trade-in items. Trade-in allowance will be deducted off the net price (list price less discount).

### Ordering

All purchase orders for products may be placed by phone or fax to the Philips Business Center: Phone: (800)934-7372 Fax: (800)947-3299 Minimum Order There is no minimum order purchase requirements.

### Other Benefits

In-Service/Clinical Training Philips will make available at no additional cost. Service & Maintenance See attached "Service, Maintenance and License Agreements". Replacement Parts Philips will provide all replacement parts for the product within 24 hours of member's request. All replacement parts will be available not less than 7 years following either sell date or substitute of products, or expiration of warranty. Warranty See attached "Warranty". Return Goods Policy See attached "Return Goods Policy".

### Payment Terms

For products not requiring installation by Philips, Net 30 days. Payment terms for products purchased through an authorized distributor will be negotiated between member and authorized distributor. Acceptance: Acceptance will occur when Philips and member in good faith mutually agree in writing that the product is operating according to Philips' specification and completely ready for clinical use. Unless otherwise agreed by Philips, members will accept or reject products within 60 days after the date of installation or delivery in the case of products not requiring installation.

### Price Protection

Pricing will be held firm for the first three years of the term of the agreement

### Pricing

Net Pricing. See attached "Price Lists".

### Products

External Defibrillators

### Transport/Freight or Delivery



Net F.O.B. destination with all costs of transportation and insurance being paid by Philips with the title passing to purchase at FOB destination with the exception of special delivery and/or air shipments requested by member. Special delivery and air shipment charges will be prepaid by Philips and invoiced to member for payment. Title and risk of loss shall transfer to member upon delivery. In the event of a damaged/lost/missing shipment, Philips will provide at their sole expense prompt shipment of replacement product.



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Manufacturer Catalog Number	HIUPN	UCUPN	UOM	Packaging		Contract Name	Master Contract Number	Contract Start Date	Contract End Date	Last Changed Date	Committed Status	Award Type
				Qty/UOM	String							
M3500B			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M3506A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M3507A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M3508A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M3509A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M3510A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M3514A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M3515A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M3516A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M3517A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M3518A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
05-10200			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
40401C			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M1575A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M1574A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M1599B			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M1191A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
40457D			Case	8		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
40401D			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
40401E			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4552A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4553A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4554A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4555A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4556A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4557A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4558A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4559A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M1572A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M1573A			Each	1		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4572A			Case	10		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4573A			Case	10		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4574A			Case	10		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4575A			Case	10		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4576A			Case	10		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source
M4577A			Case	10		External Defibrillators	PP-CE-278	2/1/2004	1/31/2007	2/14/2005	Preferred Contract	Multi Source





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PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	14.2	2/1/2004	1/31/2007	13.2	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	188.15	2/1/2004	1/31/2007	174.9	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	106.5	2/1/2004	1/31/2007	99	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	0	2/1/2004	1/31/2007	0	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	6.39	2/1/2004	1/31/2007	5.94	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	56.09	2/1/2004	1/31/2007	52.14	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	88.75	2/1/2004	1/31/2007	82.5	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	0	2/1/2004	1/31/2007	0	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	179.63	2/1/2004	1/31/2007	166.98	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	56.09	2/1/2004	1/31/2007	52.14	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	22.72	2/1/2004	1/31/2007	21.12	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	7.1	2/1/2004	1/31/2007	6.6	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	14.2	2/1/2004	1/31/2007	13.2	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	14.2	2/1/2004	1/31/2007	13.2	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	3.55	2/1/2004	1/31/2007	3.3	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	9349.28	2/1/2004	1/31/2007	8690.88	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	6203.27	2/1/2004	1/31/2007	5766.42	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	10660.65	2/1/2004	1/31/2007	9909.9	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	7513.93	2/1/2004	1/31/2007	6984.78	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	138.45	2/1/2004	1/31/2007	128.7	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	14.2	2/1/2004	1/31/2007	13.2	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	142	2/1/2004	1/31/2007	132	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	99.4	2/1/2004	1/31/2007	92.4	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	99.4	2/1/2004	1/31/2007	92.4	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	59.64	2/1/2004	1/31/2007	55.44	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	31.95	2/1/2004	1/31/2007	29.7	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	2.13	2/1/2004	1/31/2007	198	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	2.13	2/1/2004	1/31/2007	198	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	3.55	2/1/2004	1/31/2007	3.3	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	887.5	2/1/2004	1/31/2007	862.5	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	1668.5	2/1/2004	1/31/2007	1621.5	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	34.08	2/1/2004	1/31/2007	33.12	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	21.3	2/1/2004	1/31/2007	20.7	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	0	2/1/2004	1/31/2007	0	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	53.25	2/1/2004	1/31/2007	51.75	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	347.9	2/1/2004	1/31/2007	338.1	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	457.95	2/1/2004	1/31/2007	445.05	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	72.42	2/1/2004	1/31/2007	70.38	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	7107.1	2/1/2004	1/31/2007	6906.9	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	4267.1	2/1/2004	1/31/2007	4146.9	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	8527.1	2/1/2004	1/31/2007	8286.9	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	5687.1	2/1/2004	1/31/2007	5526.9	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	248.5	2/1/2004	1/31/2007	241.5	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	497	2/1/2004	1/31/2007	483	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	781	2/1/2004	1/31/2007	759	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	0	2/1/2004	1/31/2007	0	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	1739.5	2/1/2004	1/31/2007	1690.5	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	1171.5	2/1/2004	1/31/2007	1138.5	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	1420	2/1/2004	1/31/2007	1380	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	1420	2/1/2004	1/31/2007	1380	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	706.45	2/1/2004	1/31/2007	686.55	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	14.2	2/1/2004	1/31/2007	13.2	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	781	2/1/2004	1/31/2007	759	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	0	2/1/2004	1/31/2007	0	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	0	2/1/2004	1/31/2007	0	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	0	2/1/2004	1/31/2007	0	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	261.99	2/1/2004	1/31/2007	243.54	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	248.5	2/1/2004	1/31/2007	231	2/1/2004	1/31/2007
PP-CE-029	PP-CE-280	PP-CE-279	PP-CE-277	PP-CE-029	PP-CE-037	PP-CE-037	21.3	2/1/2004	1/31/2007	19.8	2/1/2004	1/31/2007





## **Return Goods Policy**

### **Return Goods Policy**

Philips Medical Systems will provide a return privilege to those Participating Premier Members who may have ordered in error or who have received the wrong Product due to Philips' error. This policy applies to trade order returns and does not apply to demo/consignment.

Conditions for accepting returns: (1) The request for return is made by the Participating Premier member within sixty (60) days of the original ship date; (2) The Product is eligible for return. A Return Authorization Number will be issued to the Premier Participating Member and is valid for thirty (30) days from the date of issuance.

For returns due to Participating Member error, the following products are not eligible: repair parts that are flagged as non-returnable; product with expired shelf life.

For returns due to Philips' error, there are no Product exclusions.

Return freight is paid by the Participating Premier Member to the Philips specified location for a return due to the Participating Premier Member's error.

For returns due to Philips' error (such as Product error, shipment error, damage), the return freight is paid by Philips.

## Service, Maintenance and License Agreements

### 1. DEFINITIONS

- a) "Software" means one or more programs capable of operating on a controller, processor or other hardware Product ("Device"). Software is either a separate Product, included with another Product ("Bundled Software"), or fixed in a Device and not removable in normal operation ("Firmware").
- b) "Use" means storing, loading, installing, executing, or displaying Software on a Device.
- c) "Products" means hardware, Software, documentation, accessories, supplies, parts and upgrades that are determined by Philips to be available from Philips upon receipt of Customer's order. "Custom Products" means Products modified, designed or manufactured to meet Customer requirements.
- d) "Software License" means the Use authorization(s) for the Software specified by Philips in its quotation, invoice or other documentation. Each Software License has a corresponding License Fee.
- e) "License Fee" means the fee or fees designated by Philips for Use of Software. Different License Fees may apply to particular Software if more than one Software License is available for that Software.

### 2. LICENSES

In return for the License Fee, Philips grants Customer a non-exclusive license to Use the Software listed in Customer's order in conformance with the applicable Software License. Details of the types of Software Licenses offered are available from Philips on request. If no Software License is specified, then, in return for the applicable fee, Philips grants Customer a license to Use one copy of the Software on one Device at any one time. All Software Licenses will be perpetual unless terminated, transferred or otherwise specified.

If Customer is a Philips authorized reseller, Customer may sublicense the Software to an end-user for its Use, or (if applicable) sublicense the Software to a Philips authorized reseller for subsequent distribution to an end-user for its Use. These sublicenses must incorporate the terms of this license in a written sublicense agreement, which will be made available to Philips upon request.

### 3. GENERAL LICENSE TERMS

- a) Unless otherwise permitted by Philips, Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software on a backup Device, provided that copies and adaptations are used in no other manner and provided further that the Use on the backup Device is discontinued when the original or replacement Device becomes operable.
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- g) Customer's Software License is transferable subject to Philips' prior written authorization and payment to Philips of any applicable fees. Customer will immediately upon transfer deliver all copies of the Software to the transferee. The transferee must agree in writing to the terms of Customer's license. All license terms will be binding on involuntary transferees, notice of which is hereby given. Customer's license will automatically terminate upon transfer.
- h) Philips may terminate Customer's or any transferee's or sublicensee's Software License upon notice for failure to comply with any applicable license terms. Immediately upon termination, the Software and all copies of the Software will be destroyed or returned

## Service, Maintenance and License Agreements

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- l) Disputes arising in connection with this Agreement will be governed by the laws of the country and locality in which Philips accepts the order.
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## Service, Maintenance and License Agreements

EFFECTIVE DATE: \_\_\_\_\_

AGREED TO:

Customer: \_\_\_\_\_

AGREED TO:

Philips: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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## Warranty and Installation Information

### 1. DEFINITIONS

- a) "Delivery" means standard Philips shipping to and arrival at the receiving area at the "Ship To" address in the country where Customer's order is placed, unless otherwise indicated on the quotation.
- b) "Products" means hardware, Software, documentation, accessories, supplies, parts and upgrades that are determined by Philips to be available from Philips upon receipt of Customer's order. "Custom Products" means Products modified, designed or manufactured to meet Customer requirements.
- c) "Software" means one or more programs capable of operating on a controller, processor or other hardware Product ("Device"). Software is either a separate Product, included with another Product ("Bundled Software"), or fixed in a Device and not removable in normal operation ("Firmware").
- d) "Specifications" means specific technical information about Philips Products which is published in Philips Product manuals and technical data sheets in effect on the date Philips ships Customer's order.

### 2. WARRANTY STATEMENT

- a) Product warranty period is defined by the warranty code appearing on quotations, as described in the "Warranty and Installation Classification Table" below or is available upon request.
- b) Products purchased from Philips outside the U.S. will receive the standard warranty in the country of purchase. If Customer moves such Products to another country where Philips has Support presence, then Customer will receive the destination country standard warranty.
- c) Products purchased in the U.S. based on the U.S. list prices will only receive standard warranty in the U.S., except for Products with a global warranty. All Products purchased in the U.S. based on international prices will include a global warranty. A global warranty means that the Product will include the destination country's standard warranty in any country where the Product is moved provided that Philips has Support presence in that country.
- d) Additional warranty coverage may be purchased and that warranty will be limited to the country in which the additional coverage was purchased. Customer may receive a different warranty when the Product is purchased as part of a system. Philips reserves the right to change the warranty. Such changes will affect only new orders.
- e) The warranty period begins on the date of Delivery, or the date of installation if installed by Philips. If Customer schedules or delays installation by Philips more than 30 days after Delivery, the warranty period begins on the 31st day after Delivery.
- f) Philips warrants Philips hardware Products against defects in materials and workmanship. Philips further warrants that Philips hardware Products conform to Specifications. These warranties do not include periodic recalibration (recommended for some Philips Products), unless specifically covered in the warranty terms for such Products.
- g) Philips warrants that Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the Device designated by Philips. Philips further warrants that Philips owned standard Software will substantially conform to Specifications. Philips does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.
- h) Philips does not warrant that the operation of Products will be uninterrupted or error free.
- i) If Philips receives notice of defects or non-conformance to hardware Specifications, or substantial non-conformance to Philips owned standard Software Specifications during the warranty period, Philips will, at its option, repair (and recalibrate only as necessitated by repairs), or replace the affected Products. If Philips is unable, within a reasonable time, to repair, replace or correct a defect or non-conformance in a Product to a condition as warranted, Customer will be entitled to a refund of the purchase price upon prompt return of the Product to Philips. Customer will pay expenses for return of such Products to Philips. Philips will pay expenses for shipment of repaired or replacement Products, except for Products returned to Customer from another country.
- j) Philips warrants that Philips Support will be provided in a professional and workmanlike manner. Philips will replace, at no charge, parts which are defective and returned to Philips within 90 days of delivery.
- k) Some newly manufactured Philips Products may contain and warranty service may use remanufactured parts, which are equivalent to new in performance.

## Warranty and Installation Information

- l) The above warranties do not apply to defects resulting from improper or inadequate maintenance or calibration by Customer; Customer or third party supplied software, interfacing or supplies; unauthorized modification; improper use or operation outside of the Specifications for the Product; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized maintenance or repair.
- m) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. Philips SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 3. PLACE OF PERFORMANCE

- a) Within Philips service travel areas, Philips Products and certain other Products designated by Philips, sold with On Site warranty and installation coverage, will be installed by Philips at the Customer's facility at no charge. Outside Philips service travel areas, warranty and installation services will be performed at Customer's facility only upon Philips' prior agreement; Customer will pay Philips' travel expenses and other applicable expenses for such services.
- b) Products with On Site warranty will receive warranty services only at the initial installation site. If Products eligible for On Site warranty and installation services are moved from the initial installation site, the warranty services will be provided only if the Customer purchases additional inspection or installation services at the new site.
- c) Products with On-Site warranty will receive warranty services outside the country of initial purchase if global warranty coverage applies. Service outside the country of initial purchase is subject to the conditions regarding Philips service travel areas and initial installation site in Sections 3 a) and b) above.
- d) Products with global warranty coverage and return to Philips warranty, and battery-powered Products, may be returned to the closest Philips authorized repair center. All other Products with return to Philips warranty must be returned to a Philips authorized repair center within the country of original purchase. Customer will pay expenses for return of such Products to Philips. Philips will pay expenses for shipment of repaired or replacement Products, except for Products returned to Customer from another country.

### 4. LIMITATION OF LIABILITY AND REMEDIES

- a) To the extent Philips is held legally liable to Customer, Philips' liability is limited to:
  - 1) damages for bodily injury;
  - 2) direct damages to tangible property up to a limit of U.S.\$1,000,000.
- b) Notwithstanding Section 4a) above, in no event will Philips or its affiliates, subcontractors or suppliers be liable for any of the following:
  - 1) actual loss or direct damage that is not listed in 4a) above;
  - 2) damages for loss of data, or software restoration;
  - 3) damages relating to Customer's procurement of substitute products or services (i.e., "cost of cover"); or
  - 4) incidental, special or consequential damages (including downtime costs or lost profits).
- c) THE REMEDIES IN THIS EXHIBIT AND AGILENT'S TERMS AND CONDITIONS OF SALE AND SERVICE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

### 5. WARRANTY AND INSTALLATION CLASSIFICATIONS

Products receive warranty and installation services as defined in the Warranty and Installation Classification Table below. Peripherals, accessories and interfaces receive the same services as the systems to which they are connected when:

- 1) the Products are purchased with the system on a coordinated delivery and are included in the system configuration; or,
- 2) the Products are purchased as add-ons to an existing system covered by a Philips service agreement which is extended to include the add-on Products.

## Warranty and Installation Information

WARRANTY AND INSTALLATION CLASSIFICATION TABLE

WARRANTY CODE	WARRANTY PERIOD	SERVICE LOCATION	SERVICE LEVEL <i>Unless otherwise specified below, standard local service is included.</i>	RESPONSE TIME (NOTE 1) <i>Unless otherwise specified below, standard local response time is included.</i>	GLOBAL WARRANTY	INSTALLATION INCLUDED	UPGRADE ELIGIBILITY (NOTE 2)	APPLICABLE NOTE(S)
1A	30 Days	Philips/Dealer	Standard Bench		No	No	No	2
1B	60 Days	Philips	Replacement		Yes	No	No	10
1D	30 Days	Philips/Dealer	Parts Only		Yes	No	No	9, 13
1N	3 Years	Philips	Express Exchange		Yes	No	No	14
1P	30 Days	Philips	Replacement		No	No	No	10
2A	90 Days	On Site		4 Hours	No	Yes	Yes	1,15
2B	90 Days	On Site		4 Hours	No	Yes	Yes	1,15
2C	90 Days	On Site		4 Hours	No	Yes	Yes	1,15
2D	90 Days	On Site		Next Day	No	No	Yes	1
2E	90 Days	On Site		Next Day	No	Yes	Yes	1
2F	90 Days	On Site		Next Day	No	No	No	1
2H	90 Days	On Site		Next Day	No	Yes	No	1,15
2J	90 Days	On Site		3 Days	No	Yes	No	1,15
2K	90 Days	Philips/Dealer	Replacement		Yes	No	No	3
2P	90 Days	Philips/Dealer	Standard Bench		Yes	No	No	2
2Y	6 Years	Philips	Parts Only		Yes	No	No	9,13
2Z	1 Year	Philips/Dealer	Replacement		Yes	No	Yes	10
3A	90 Days	Philips/Dealer	Standard Bench		No	No	Yes	2
3B	90 Days	Philips/Dealer	Standard Bench		No	No	No	2
3C	90 Days	Philips	Replacement		No	No	No	10
3F	3 Years	OEM	Modular Exchange	Next Day	Yes	No	No	12
3K	6 Years	Philips	Parts Only		No	No	No	9
3P	90 Days	Philips	Replacement		No	No	No	10
3R	90 Days	Philips	Parts Only		Yes	No	No	9, 11
3U	90 Days	Philips	Replacement		Yes	No	No	3, 10
3Y	90 Days	Philips/Dealer	Exchange		Yes	No	No	5
3Z	3 Years	Philips	Parts Only	Next Day	Yes	No	Yes	9,13
4A	1 Year	Philips/Dealer	Standard Bench		No	No	No	2
4B	1 Year	Philips/Dealer	Standard Bench		No	No	Yes	2
4C	1 Year	Philips/Dealer	Standard Bench		No	Yes	No	2
4D	1 Year	Philips/Dealer	Standard Bench		Yes	No	No	2
4E	1 Year	Philips/Dealer	Standard Bench		Yes	No	Yes	2
4F	1 Year	Philips/Dealer	Standard Bench		Yes	Yes	No	2
4G	1 Year	On Site		Next Day	Yes	No	No	1
4H	1 Year	Philips/Dealer	Exchange	Next Day	Yes	No	No	5
4J	1 Year	Philips/Dealer	Exchange	Next Day	Yes	No	No	5

## Warranty and Installation Information

WARRANTY CODE	WARRANTY PERIOD	SERVICE LOCATION	SERVICE LEVEL <i>Unless otherwise specified below, standard local service is included.</i>	RESPONSE TIME (NOTE 1) <i>Unless otherwise specified below, standard local response time is included.</i>	GLOBAL WARRANTY	INSTALLATION INCLUDED	UPGRADE ELIGIBILITY (NOTE 2)	APPLICABLE NOTE(S)
4K	1 Year	On Site		Next Day	Yes	No	No	1
4P	1 Year	Philips	Parts Only		Yes	No	No	9
4Q	1 Year	On Site		Next Day	Yes	Yes	No	1
4R	1 Year	On Site	COOP/24x7		Yes	Yes	Yes	7, 12
4S	1 Year	On Site	COOP/8x5	4 Hours	Yes	Yes	Yes	7, 12
4V	3 Years	Philips	Parts Only		Yes	No	No	9
4Z	1 Year	Philips	Bench with Loaner		Yes	No	No	
5A	1 Year	On Site		Next Day	No	Yes	No	1
5B	1 Year	On Site		Next Day	No	Yes	No	1
5C	1 Year	On Site		Next Day	No	No	No	1
5E	1 Year	Philips/Dealer	Exchange		No	No	No	5
5F	1 Year	Philips/Dealer	Exchange	Next Day	No	No	No	5
5H	1 Year	On Site		3 Days	No	Yes	Yes	1,15
5K	1 Year	On Site		3 Days	Yes	No	Yes	1
5M	1 Year	On Site		4 Hours	Yes	Yes	Yes	1
5P	1 Year	Philips	Replacement		No	No	No	3
5Q	1 Year	Philips	Standard Bench		Yes	No	No	2
5T	1 Year	On Site		3 Days	Yes	No	Yes	1
5V	1 Year	On Site	Cooperative		No	Yes	Yes	8
5Y	1 Year	On Site	Cooperative	7 Days	No	Yes	Yes	8,15
6A	3 Years	On Site		Next Day	No	No	No	1
6B	2 Years	Philips/Dealer	Standard Bench		No	No	No	2
6C	2 Years	On Site		Next Day	No	No	No	1
6D	2 Years	On Site		Next Day	No	Yes	No	1
6L	18 Months	Philips/Dealer	Standard Bench		No	No	No	2
6P	2 Years	Philips	Replacement		No	No	No	10
6Z	1 Year	Philips	Replacement		No	Yes	No	10
7A	3 Years	Philips/Dealer	Standard Bench		No	No	No	2
7B	3 Years	Philips/Dealer	Unit Exchange		No	No	No	5
7C	3 Years	On Site		Next Day	No	No	No	1
7E	3 Years	Philips/Dealer	Exchange	Next Day	No	No	No	5,1
7H	3 Years	Philips/Dealer	Replacement		No	No	No	10
7K	Year 1	On Site		Next Day	Yes	No	No	1,6
	Years 2-3	Philips/Dealer	Standard Bench		Yes	No	No	2,6
7L	3 Years	Philips/Dealer	Standard Bench		Yes	No	No	2
7P	3 Years	On Site		Next Day	Yes	Yes	Yes	1
7X	3 Years	Dealer	Exchange		Yes	No	Yes	5
8A	5 Years	On Site	Next Day		No	No	No	1



## Warranty and Installation Information

WARRANTY CODE	WARRANTY PERIOD	SERVICE LOCATION	SERVICE LEVEL <i>Unless otherwise specified below, standard local service is included.</i>	RESPONSE TIME (NOTE 1) <i>Unless otherwise specified below, standard local response time is included.</i>	GLOBAL WARRANTY	INSTALLATION INCLUDED	UPGRADE ELIGIBILITY (NOTE 2)	APPLICABLE NOTE(S)
8B	5 Years	Philips	Replacement		No	No	No	10
8C	5 Years	Philips/Dealer	Standard Bench		No	No	No	2
8G	5 Years	Philips	Replacement		Yes	No	No	10
8H	5 Years	Philips/Dealer	Exchange	Next Day	Yes	No	No	5
8K	5 Years	Philips/Dealer	Exchange		No	No	No	5
8W	Months 1-3	Philips	Standard Bench		Yes	No	Yes	2
8W	Months 4 - 12	Philips	Parts Only		Yes	No	Yes	9,13
8Y	1 Year	Dealer	Dealer Wty Only	Next Day	No	No	No	
9B	1 Year	Philips	Std Bench w/ Stand Cal		Yes	No	No	
9C	1 Year	Philips	Std Bench w/ Pre Post Cal		Yes	No	No	
9D	1 Year	Philips	Std Bench w/ Accred Cal		Yes	No	No	
9E	1 Year	Philips	Std Bench w/ Special Cal		Yes	No	No	
9F	Year 1	Philips	Std Bench w/ Stand Cal		Yes	No	No	6
	Years 2-3	Philips	Standard Bench		Yes	No	No	6
9G	Year 1	Philips	Std Bench w/ Pre Post Cal		Yes	No	No	6
	Years 2-3	Philips	Standard Bench		Yes	No	No	6
9H	Year 1	Philips	Std Bench w/ Accred Cal		Yes	No	No	6
	Years 2-3	Philips	Standard Bench		Yes	No	No	6
9J	Year 1	Philips	Std Bench w/ Special Cal		Yes	No	No	6
	Years 2-3	Philips	Standard Bench		Yes	No	No	6
9P	Lifetime	Philips	Replacement		No	No	No	10
9Q	10 Years	Philips	Replacement		No	No	No	10
9Y	90 Days	Philips/Dealer	Replacement		No	No	No	10
J3	0 Days	Dealer	Dealer Wty Only	None	No	No	No	4

### NOTES:

- 1) Responses are based on local standard business days and working hours. Unless otherwise stated, all responses are measured from the time the Customer calls until Philips has either established a mutually acceptable time for support to be performed, or Philips has begun to provide On Site support or remote diagnostics.
- 2) Standard Bench warranty means repaired by Philips or a Philips dealer at its designated repair center.
- 3) Warranty service is limited to repair or replacement of defective Software media or materials only.
- 4) Philips does not support products manufactured by another company and distributed by Philips. The original product manufacturer provides support. Software warranty services from Philips are limited to replacement of defective Software media or materials. Customer should contact and/or register with the product manufacturer to receive any additional warranty and support coverage information that may be available. This code is used for Distributed Products.
- 5) Unit Exchange warranty may return to the Customer a repaired exchange unit or their original product repaired to Philips standards.
- 6) This is a "Tiered Warranty" code, which means that two levels of warranty coverage are provided for specified intervals of time.
- 7) Cooperative Support involves a sharing of responsibilities for replacement parts inventory and On Site product servicing.
- 8) Unit exchange (see note #5) warranty is provided for the first year and Standard Bench warranty is provided for two additional years. Standard Bench warranty means repaired by Philips or a Philips dealer at its designated repair center.

## Warranty and Installation Information

- 9) Parts only warranty means Philips will supply the Customer with a replacement part in exchange for a defective one. Philips may, at its option, waive the requirement for the Customer to return the defective part.
- 10) The item is warranted against manufacturing defects in material or workmanship only.
- 11) Products manufactured by another company, distributed by Philips and supported by Philips receive minimal warranty coverage of 90 days parts only. This warranty may be upgraded to 1 year On Site support.
- 12) Responses are measured from the time the Customer calls until Philips has either established a mutually acceptable time for support to be performed, or Philips has begun to provide On Site support or remote diagnostics. 24x7 refers to coverage of 24 hours a day, 7 days a week. 8x5 refers to coverage of 8 hours a day, 5 days a week.
- 13) The Customer may accept parts only warranty (see note #9) or return the product to the point of sale for warranty support.
- 14) Philips Express Exchange is premium support designed for customers who require maximum uptime. The Customer receives a permanent replacement product at their site within two days from date of order placement. Faster delivery is available if the Customer's order is placed at the beginning of the workday; contact your local Customer Care Center for more details.
- 15) Site preparation service included with installation.

### 6. RESPONSE TIMES

Response times for on site repair services are specified in the Response Time Table below.

RESPONSE TIME TABLE

ZONE NUMBER	1-3	3-5	6	Other	
Distance (Miles/Km)	0-100 / 0-160	101-200 / 161-320	201-300 / 321/480		
Classification Codes 2A, 2B 2C, 2G, 4S, 5L, 5M, 5N, 5R, 5V & 9A	4 Coverage Hours	8 Coverage Hours	12 Coverage Hours	Quote	
Classification Codes 2D, 2E, 2F, 2H, 4G, 4K, 4L, 4M, 4Q, 4T, 5A, 5B, 5C, 5F, 5W, 6A, 6C, 6D, 6N, 6Q, 6R, 7C, 7N, 7P, 7Q, 8A, 8H & 8J	Next Coverage Day	2 Coverage Days	3 Coverage Days	Quote	
Classification Codes 2J, 5D, 5G, 5H, 5J, 5K, 5S, 5T, 5U, 6V, 7U, 7V & 7W	Within 3 Coverage Days	3 Coverage Days	3 Coverage Days	Quote	

### 7. INSTALLATION SERVICES

#### a) SITE PREPARATION

When this service is included in the purchase price of a Product, a representative of Philips will contact the Customer upon receipt of Customer's purchase order to discuss site preparation requirements. This may be accomplished either during an on site visit or by telephone, and will encompass technical site planning, preparation and installation requirements relevant to Customer's system. Customer will also receive documentation or information characterizing the physical, electrical and environmental requirements applicable to Customer's system, as well as any other requirements obtained in the appropriate Philips "Site Preparation Manual" (when available) for the system.

#### b) SITE SURVEY

All installation sites must be approved by Philips. Prior to the scheduled delivery of Customer's system, a Philips representative will verify that the site has been prepared in conformance with the applicable "Site Preparation Manual" (when available) and meets all electrical and environmental requirements contained in that manual. This verification may occur either on site or by telephone.

#### c) PURCHASE OF INSTALLATION SERVICES

Standard installation services are included in the price of some system Products. These services may also be obtained from Philips for Products or systems which do not include these services in the purchase price of the Product for additional cost which will be specially quoted.

## Warranty and Installation Information

### d) INSTALLATION OF SYSTEMS AND SELECTED COMPONENTS

When installation is included in the purchase price of a Product:

- 1) Philips will install Customer's system(s) at a mutually agreed time following notification by Customer that all Products of the coordinated shipment have been delivered to the site and that the site conforms to Philips' requirements. Installations will be performed during Philips's normal business hours. Installations performed outside of business hours at Customer's request may be subject to additional charges.
- 2) Philips systems, including all accessories, interfaces, peripherals and terminals ordered with a system on a coordinated delivery and included in Philips's configuration guide and located at the system site, will be installed by Philips at no additional charge.

### e) SOFTWARE INSTALLATION

Standard Software installation services consist of loading the operating system and utilities included in the operating system Software on the system and executing applicable verification tests. Software that is Customer installable will be noted in the applicable data sheet.

### f) INSTALLATION RESPONSIBILITIES

During system installation, Philips will perform the following tasks:

1. supervise uncrating, positioning and racking of the Products;
2. inventory the shipment against the packing list (s);
3. physically interconnect the Products;
4. check the primary power line voltage;
5. connect line power to Products shipped with power cable and connector; (i)
6. install operating system and utilities
7. execute turn-on procedures;
7. perform electronic and mechanical adjustments;
8. perform any repairs which may be required to make the Products operational; (ii)
9. execute standard Philips diagnostic or verification programs and tests;
10. instruct operator on daily care and proper use of Products.

During system installation, Customer will perform the following tasks:

1. receive, uncrate, rack or move the Products and dispose of the packaging materials;
2. re-rack or relocate the Products;
3. reconfigure or regenerate Software systems;
4. connect line power to Products delivered without power cable and connector; (i)
5. may install products not supplied by Philips;
6. fabricate or pull cables;
7. ensure that site, cable runs and power outlets conform to all local fire and electrical codes;
8. attach wall and ceiling mounts to building structure;
9. reconfigure hardware systems, including re-cabling or relocation of existing products.

All of the above Customer tasks, except 4, and 8, may be performed by Philips for an additional charge and are subject to availability of resources.

#### NOTES:

- i) Due to variations in local electrical codes, many Products are shipped without power cables and connectors. These Products must be connected to power by Customer's electrical contractor who is familiar with local regulations.
- ii) Repairs made on Products covered by Philips warranty will be accomplished at no additional charge. Shipment damage related to a Customer initiated relocation or shipment is not covered under warranty. For Products or damage not covered by Philips warranty, repairs will be made at Customer's expense.

## PARTICIPATING MEMBER DESIGNATION FORM

SELLER: Philips Medical Systems  
 CONTRACT NUMBER: PP-CE- 278  
 Products External Defibrillators

1: **Base and Committed:** Pricing/Discount tiers for Products shall vary according to the following

a. Select one Tier by initialing below

## Equipment Price List

Member Initials	TIERS	
	TIER 1	Base
	TIER 2	Committed (80%)

## Supplies Price List

TIERS	
TIER 1	Premier Price

2. **Aggregation Pricing Option.** By initialing where indicated below, the undersigned Participating Member hereby elects to invoke the Aggregation Pricing Option whereby such Participating Member shall be entitled to aggregate the purchasing volume/commitment within its respective multi-facility system and/or network of facilities in order to meet the discount tier designated in Item 1 above. In order to invoke this election, the undersigned Participating Member must be able to influence the purchasing decisions of the facilities it wishes to aggregate. Attached hereto as Schedule 1 is a list of all such facilities. The undersigned Participating Member shall be responsible for updating such list on an annual basis. The undersigned Participating Member hereby elects to invoke the Aggregation Pricing Option: **Participating**  
**Member's Initials:** \_\_\_\_\_

3. Supplier and Participating Member may conduct annual reviews of committed level compliance. If a Participating Member falls below the applicable committed level, Supplier will issue written notice of non-compliance to Premier and Participating Member. If Participating Member does not bring its aggregate compliance to the committed level within 90 days after receiving a notice of non-compliance, Supplier may, as its sole remedy, change the Participating Members pricing to a pricing tier that Supplier determines is appropriate by providing written notification to Premier and Participating Member. If at a later date Supplier determines that the Participating Members non-compliance is corrected, Supplier shall reinstate the committed level pricing designated by this LOC.

The undersigned Participating Member hereby acknowledges and confirms the above designations.

Print Name of Participating Member: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City and State: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Print Name of Person Signing: \_\_\_\_\_  
 Title of Person Signing: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 Premier Entity Code: \_\_\_\_\_ *(to be provided by Premier)*

Upon completion, please submit this form to Seller at the addresses below.

Fax: (630) 548-3741

Philips Medical Systems  
 Attn: Barbara Svarz,  
 Vice President, Procurement  
 1119 Wickham Ct.  
 Naperville, IL 60540





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**Business Partner Summary**

Click on Contact Listing to view key business partner contacts.

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**Business Partner      Key Business Partner Contacts**

Philips Medical  
Systems fka Agilent  
Technologies      [Contact Listing](#)

**Entity Code**

MA2139

**Business Partner Address**

3000 Minuteman Rd. ,  
MS 400  
Andover, MA 01810  
US

**General Contact Information**

**Phone/Toll Free:**      9786871501 / 8009347372  
**Fax:**      8009473299  
**Web site:**      <http://www.medical.philips.com>

**Diversity Type**

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**Business Partner Contacts**

Review the Business Partner information and related details.

**Contact Listing**

**National Accounts Rep.**

Business Center  
3000 Minuteman Rd. , MS 400  
Andover, MA 01810  
US  
[Unavailable](#)

**Sr. Mgr. Corporate Accounts**

Barbara Svarz  
1119 Wickham Ct.  
Naperville, IL 60540  
US  
[barb.svarz@philips.com](mailto:barb.svarz@philips.com)

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